Docket No.: SMNPH.004APC June 21, 2011
Page 1 of 2

### Please Direct All Correspondence to Customer Number 20995

#### PETITION TO CORRECT INVENTORSHIP

Applicant

Blott et al.

Patent No.

7,794,450

Issued

September 14, 2010

For

WOUND CLEANSING APPARATUS

WITH HEAT

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

### Dear Sir:

Applicants respectfully requests that inventorship in the above-referenced patent be corrected to reflect the following:

Patrick Lewis Blott, Bryan Greener, Edward Yerbury Hartwell, Tina Michelle Walker, Julian Lee-Webb, Derek Nicolini, Clare Green, and Robin Paul Martin.

Pursuant to 37 CFR 1.324(b) this petition includes the following items:

- 1. Statement by Tina Michelle Walker indicating that the error in inventorship occurred without deceptive intent.
- 2. Statement from the current named inventors stating that they have no disagreement with regard to the requested change.
- 3. Statement from the Assignee Smith & Nephew PLC agreeing to the change of inventorship.
- 4. Copy of Assignment from Tina Michelle Walker to Smith & Nephew PLC
- 5. Petition fee of \$130 as directed under 37 CFR 1.17(i).

Docket No.: SMNPH.003APC

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7,794,450

June 21, 2011

Page 2 of 2

Please Direct All Correspondence to Customer Number 20995

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 11-1410.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: June 21, 2011

By: /Kregg A. Koch/

Kregg A. Koch Registration No. 63,035 Attorney of Record Customer No. 20,995 (310) 551-3450

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Applicant

Blott et al.

Patent No.

7,794,450

Issued

September 14, 2010

For

WOUND CLEANSING APPARATUS

WITH HEAT

## STATEMENT OF TINA MICHELLE WALKER

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Dear Sir:

I, Tina Michelle Walker, am being added as an inventor to the above referenced patent, and I state as follows:

The inventorship error of failing to include Tina Michelle Walker as an inventor of the patent occurred without any deceptive intention on the part of Tina Michelle Walker.

Dated: 18 march 2011	Signed:
	Tina Michelle Walker

Inventors

Blott et al.

Patent. No.

: 7,794,450

Issued

: September 14, 2010

For

WOUND CLEANSING APPARATUS WITH HEAT

#### STATEMENT FROM CURRENT NAMED INVENTORS

#### Mail Stop Petitions

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

### Dear Sir:

We are the current named inventors on the captioned patent. Through error and without deceptive intent, Tina Michelle Walker was not named as an inventor on the captioned patent. As required by 37 C.F.R. § 1.324(b)(2), we make the following statement:

We have no disagreement with regard to the requested change to add Tina Michelle Walker as an inventor.

Dated:	284 Mary 2011	Ву:	WILM	
			Patrick Lewis Blott	
Dated: _		Ву:	Bryan Greener	_
Dated: _		Ву:	Edward Yerbury Hartwell	-
Dated: _		Ву:	Julian Lee-Webb	

Dated:	Ву:
	Derek Nicolini
Dated:	Ву:
	Clare Green
Dated:	By:
	Robin Paul Martin

Inventors

: Blott et al.

Patent. No.

7,794,450

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APPARATUS WITH HEAT

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We have no disagreement with regard to the requested change to add Tina Michelle Walker as an inventor.

Dated:	Ву:
	Patrick Lewis Blott
Dated: 28 2 11	By: Bryan Greener
Dated:	By:Edward Yerbury Hartwell
Dated:	By:

Dated:	By:
Dated:	By: Clare Green
Dated:	By: Robin Paul Martin

Inventors

Blott et al.

Patent. No.

7,794,450

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We have no disagreement with regard to the requested change to add Tina Michelle Walker as an inventor.

Dated:	Ву:	
•		Patrick Lewis Blott
Dated:	By:	
14 A/ 1 0011		Bryan Greener
Dated: 4th March 2011	Ву:	Edward Yerbury Hartwell
		The state of the s
Dated:	Ву:	`
		Julian Lee-Webb

Dated:	By: Derek Nicolini
Dated:	By: Clare Green
Dated:	By: Robin Paul Martin
•	

Inventors

Blott et al.

Patent. No.

7,794,450

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: September 14, 2010

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**Mail Stop Petitions** 

Respectfully submitted,

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We have no disagreement with regard to the requested change to add Tina Michelle Walker as an inventor.

Dated: \_\_\_\_\_\_ By: \_\_\_\_\_\_\_Patrick Lewis Blott

Dated: \_\_\_\_\_\_ By: \_\_\_\_\_

Edward Yerbury Hartwell

ted: gin April 2011 By: while h

Dated:	By:
Dated:	By: Clare Green
Dated:	By: Robin Paul Martin

Inventors

Blott et al.

Patent. No.

: 7,794,450

Issued

: September 14, 2010

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We have no disagreement with regard to the requested change to add Tina Michelle Walker as an inventor.

Dated:	Ву:	Patrick Lewis Blott
Dated:	Ву:	Bryan Greener
Dated:	By:	Edward Yerbury Hartwell
Dated:	By:	Julian Lee-Webb

Dated:	5th atil 2011	Ву:	D new wi
			Derek Nicolini
Dated:		By:	
Dated	-	Dy.	Clare Green
	·		
Dated: _		By:	Robin Paul Martin
			NOOM I dui Martin

Inventors

Blott et al.

Patent. No.

7,794,450

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### STATEMENT FROM CURRENT NAMED INVENTORS

### Mail Stop Petitions

Commissioner for Patents P.O. Box 1450 Alexandria, VA 22313-1450

Respectfully submitted,

#### Dear Sir:

We are the current named inventors on the captioned patent. Through error and without deceptive intent, Tina Michelle Walker was not named as an inventor on the captioned patent. As required by 37 C.F.R. § 1.324(b)(2), we make the following statement:

We have no disagreement with regard to the requested change to add Tina Michelle Walker as an inventor.

Dated:	By: Patrick Lewis Blott
Dated:	By: Bryan Greener
Dated:	By:Edward Yerbury Hartwell
Dated:	By:

Dated:	Ву:
	Derek Nicolini
Dated: 11/02   #	By: <u>U. Green</u> Clare Green
Dated:	By: Robin Paul Martin

Inventors

Blott et al.

Patent. No.

7,794,450

Issued

September 14, 2010

For

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We have no disagreement with regard to the requested change to add Tina Michelle Walker as an inventor.

Dated:	By:	Patrick Lewis Blott
Dated:	Ву:	Bryan Greener
Dated:	Ву:	Edward Yerbury Hartwell
Dated:	Ву:	Iulian I ee-Webb

Dated:	By:
Dated:	By: Clare Green
Dated: 16th Following 2011	By: Robin Paul Martin

Applicant

Blott et al.

Patent No.

7,794,450

Issued

September 14, 2010

For .

WOUND CLEANSING APPARATUS

WITH HEAT

#### STATEMENT OF ASSIGNEE AGREEING TO CHANGE OF INVENTORSHIP

This statement is being submitted in support of Petition to Correct Inventorship filed herewith. Smith & Nephew PLC is the Assignee of the entire interest in the above-identified patent by virtue of:

The assignment from Patrick Lewis Blott, Bryan Greener, Edward Yerbury Hartwell, Julian Lee-Webb, Derek Nicolini, Clare Green, and Robin Paul Martin to the Assignee recorded at Reel No. 018894, Frame No. 0766 on February 1, 2007.

The assignment from Tina Michelle Walker to Smith & Nephew PLC, a copy of which is attached herewith. This assignment is concurrently being forwarded to the Recordation Branch under a separate cover.

These assignments represent the entire chain of title from the inventors to the Assignee.

The undersigned is an empowered representative of the Assignee. On behalf of the Assignee and in accordance with 37 C.F.R. § 1.324(b)(3), the undersigned hereby agrees to the change of inventorship in the patent.

#### Smith & Nephew PLC

Dated: 6 May 2011	By: Mith Correct
	Printed Markin Conno (5
10222576	Title: Patents Marage

Client Code: SMNPH.004APC Patent No. 7,794,450 Page 1 Issue Date: September 14, 2010

#### **ASSIGNMENT**

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WHEREAS, I, TINA MICHELLE WALKER, a British citizen, residing at 36 Ox Calder Close, Dunnington, York, YO19 5RJ, United Kingdom, ("ASSIGNOR") have conceived of an invention ("Invention") disclosed in Letters Patent in the United States, Patent Number 7,794,450, issued September 14, 2010, entitled WOUND CLEANSING APPARATUS WITH HEAT (the "Application");

WHEREAS, Smith & Nephew PLC, having offices at 15 Adam Street, London WC2N 6LA United Kingdom ("ASSIGNEE") desires to acquire the entire right, title, and interest in and to the Invention and the Application, as well as all related intellectual property rights as further set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby acknowledges that she has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, the entire right, title, and interest throughout the world in and to each of the following:

The Invention, including without limitation any of ASSIGNOR'S improvements thereto, whether conceived and/or reduced to practice by ASSIGNOR alone or jointly with

anyone else;

The Application, including without limitation any of ASSIGNOR'S inventions that may be disclosed therein, and any other applications in which the Invention is disclosed; all provisional and nonprovisional applications relating to the Application or claiming the benefit thereof that have been or may hereafter be filed by the ASSIGNEE in the United States or in any foreign country ("Related Applications"), including GB 0325126.1 and International Application No. PCT/GB04/004564; all continuations, divisionals, and continuations in part of the Application and any such Related Applications; and all U.S. and foreign patents which have been or may be granted on the Application and the Related Applications, and all reissues, re-examinations, and extensions of such patents.

Those items of ASSIGNOR'S tangible property embodying or describing the Invention, including without limitation all documents, drawings, prototypes, models, test results, designs, materials, computer programs and data, and the like, which, if not presently in the possession of ASSIGNEE, will be delivered to ASSIGNEE immediately upon request.

All causes of action for infringement of or damage to all rights related to the Invention, the Application, and/or the Related Applications, whether accruing before or after the execution of this Assignment Agreement, and all legal rights to enforce the same against third parties and to retain the entire proceeds therefrom.

ASSIGNOR AGREES, without further consideration or compensation, to communicate to ASSIGNEE any facts of which ASSIGNOR has knowledge respecting the Invention, Application, or Related Applications, testify in any legal proceeding, sign all documents, make all rightful oaths and declarations, and generally do everything possible to aid ASSIGNEE in obtaining and enforcing patents for the Invention in all countries. ASSIGNEE agrees to reimburse ASSIGNOR'S reasonable expenses in carrying out his/her obligations under this Assignment Agreement, but only upon ASSIGNEE'S prior written approval of such expenses Patent No. 7,794,450

Client Code: SMNPH.004APC Issue Date: September 14, 2010 Page 2

which in no event shall include ASSIGNOR'S time or legal expense. ASSIGNOR does also hereby authorize and request the Commissioner for Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications, to issue all Letters Patent for the Invention to the ASSIGNEE, its successors and assigns, in accordance with the terms of this Assignment Agreement.

## AND ASSIGNOR FURTHER AGREES AS FOLLOWS:

This Assignment Agreement is binding on ASSIGNOR, its officers, agents, employees, heirs, successors, assigns, affiliates, and those entities acting under its direction and control, and shall inure to the benefit of ASSIGNEE, its successors and assigns. This Assignment Agreement, and the rights and obligations arising hereunder, are not assignable or transferable by ASSIGNOR, by operation of law or otherwise, and any attempt to do so shall be null and void. This Assignment Agreement is fully assignable by ASSIGNEE. The obligations set forth in this Assignment Agreement shall survive the term of any employment agreement or any other affiliation between the ASSIGNEE and ASSIGNOR.

If ASSIGNOR cannot be located or is unable or unwilling to sign documents as required hereunder, ASSIGNOR agrees to and does hereby appoint ASSIGNEE as ASSIGNOR'S attorney-in-fact for the limited purpose of executing all documents and performing all other acts necessary to give effect and legality to the provisions of this Assignment Agreement. ASSIGNOR acknowledges that this appointment is coupled with an interest and is irrevocable.

In the event that any legal action becomes necessary to enforce or interpret the C. terms of this Assignment Agreement, the prevailing party shall be entitled, in addition to its court costs, to such reasonable attorneys' fees, expert witness fees and legal expenses as shall be fixed by a court of competent jurisdiction.

ASSIGNOR acknowledges that, to the best of his or her knowledge, the Invention is patentable, and further agrees not to take any action challenging or opposing, on any grounds whatsoever, ASSIGNEE'S rights granted under this Assignment Agreement, or the validity thereof. No course of conduct or dealing between the parties shall act as an amendment, modification or waiver of any provision of this Assignment Agreement, and only an amendment, modification or waiver which is contained in a written agreement signed by both ASSIGNEE and ASSIGNOR shall be effective. Further, this Assignment Agreement contains the entire understanding between the parties with respect to the subject matter hereof, and there are no representations, warranties, promises or undertakings other than those contained herein.

**PATENT** 

Client Code: SMNPH.004APC

Page 3

Patent No. 7,794,450 Issue Date: September 14, 2010 IN TESTIMONY WHEREOF, I hereunto set my hand and seal this re day of <u>маген</u>, 2011.

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